G. R. S. 58]

Previous references.

1909

Later references. (Nungpor)

File No. 281-09

Serial Nos. 11 & 36

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 11 – 36

Part B for April 13

SUBJECT.

Lease of Vaghai Kulam village in the Tirunavelly District belonging to Sri Sadale Vyaparayaswamy mutt

---

Table of contents

11. From R.S. Shankaranarayana Iyer Ramanathapuram dy 19-10-11
Praying that his lease may be accepted

12. Petition from the inhabitants of the village of Vaghai Kulam dy 21-10-11
Requesting Satisfactory settlement of the lease by Nadavali Lease in case not in kind

GPB—5,000—22 10-13

Collector's Diary
Received 6/9/13

GENERAL AND REVENUE SECRETARIAT.

(Tuticorin)

NOTES.

File No. 281-09

FILE HEADING.

Lease of Vaghaikulam village in the Tinnevelli District belonging to Sri Sasale Vyasarayaswamy Matt.

From

R. S. Shankaranarayana Iyer, Ravana Samudram.

No. Petition Dated 19.10.11 Received 26.10.11

Diary No. 630	Enclos. – Spare Copies. –	Serial No. 11

BRIEF ABSTRACT OF LETTER.

States that he has already made a personal representation regarding the lease of the said ~~lease~~ village and prays that his lease may be accepted.

NOTES AND ORDERS.

8.12. From, the inhabitants of the village of Vaghaikulam

Petition Dt 26.10.1911

Pray that in the matter of the lease of the said village, a satisfactory settlement be made in favour of the Tenants by appointing I

NOTES—First Sheet.

GPB—30,000—12-9-11

Serial No.

reasonable tax in cash and not in kind

The petrs complain that they are in the hands of a rapacious and fleecing lessee and pray that a reasonable tax may be imposed on them in cash and not in kind and add that the lands should not be leased out as the Mahl is in the habit of doing to the detriment of the villagers.

Submitted for orders - Previous reps. Nos. 281-09 & 15 10 are herewith put up.

Dy (132) 10.11.11

This will be considered in January next.

AW

13 From, S. Viswanatha Iyer, of Kallidaikurichi.

Petition Dy 3-1-1912.

Prays that the lease of the Inam land of Vaghaikulam, may be granted to him for Rs 4,100/- a year for a period of 10 years.

14 From, Kolathurayan, of Jaffna.

Telegram Dy 3.1.1912.

Offers his lease of the above Village for Rs 10500/- per year for 10 years.

Submitted for orders

Dy (132) 3.1.1912

NOTE—Contn. sheet.

TPR 50,000 - 12-8 10

G. R. S. 12]
General and Revenue Secretariat.

956

File No. 281 of 1904

Serial No.

302

Submitted to Hon'ble Councillor for orders.

Allen Cumming

3/1/1912

15. From, Kulathoor Iyer of Kalladikurchi,
Petition dy 6.1.1912

Prays that the Inam village of Vaghaikulam may be leased out to him from Fasli 1322 for 10 years @ Rs 10,500/- including Govt Tax every year and brings to notice the various mis-deeds committed by the previous lessee Sankara Iyer and his son against the said village.

16. From, V. Y. Ananthanarayana Deekshidar of Narasinga Vallur, Tinnevelly Dt.,
Petition dy 5.1.1912

Offers his lease from Fasli 1322. for 10 years @ Rs 10,500/- including Govt Tax.

Submitted for orders.

M (132)
6.1.1912 DL

Note by the Under-Secretary.

Exclusive of lessee Sankara Iyer the following gentlemen are desirous of taking up the lease of Vaghaikulam village offering the amounts noted against their names

NOTE—Contn. sheet.

1)

GPB—50,000—12 8 10

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(1) Ravanasamudram Sanakara Narayen Iyer — Rs 10000-0-0 a year inclusive of Govt. dues

(2) C. S. Sambasiva Iyer (with whom goes Mr. Anantha Krishna Sastry) — -- Do --

(3) Visvanatha Iyer — Rs 7100-0-0 a year exclusive of Govt. dues

(4) Kolathoor Iyer — Rs 10500-0-0 a year inclusive of Govt. dues

(5) Ananthanarayana Deekshitar (son-in-law of No. 4 Kolathoor Iyer) — -- Do --

2) The terms on which the lease has been sanc-tioned to the present Lessee Sankara Iyer, or to be more correct, to his son Sundaram Iyer are given in Govt. Pro. No. 1925-6/M.F. 281-09-9 dated 4th. Feby. 1911. The circumstances under which that order was passed are clear from the Office-note in the first collection of this file.

3) The chief reason for letting the Village land to Sankara Iyer or his son is that some important liti-gation has to be conducted, that Government with --- their hard and fast rules as regards the expenditure of money cannot conduct it efficiently, that there-fore a private party has to conduct it without spar-ing money and that Sankara Iyer with his knowledge of the village as sole or joint lessee since Fasli 1301, i.e., 1st. July 1891 is the best man to con-duct it.

So a rent of Rs 4500-0-0 a year (exclusive

NOTE— Contn. sheet.

GPB—50,000—12 8-10

Serial No.

(exclusive of Government dues which the Lessee has to pay) was accepted though the gross income from the village is reported to be on an average about 1312 kottas of paddy worth Rs 8/- per kotta or about Rs 10500-0-0 in cash. (Vide para 23 of Govt. Agent's X. report No. 91 dated 12th. January 1910) But for the expenses of litigation, we should have claimed Rs 6500-0-0 leaving Rs 4000-0-0 to the lessee for meeting Government dues and for remuneration of himself.

4) The people who now offer larger amounts say that the income is much more than 1312 kottas of paddy, that it will not be less than 1500 kottas and that the price of paddy cannot be less than Rs8-0-0 a kotta.

Kolathoor Iyer on Monday last said that th income may be taken to be 1500 kottas of paddy worth Rs 7-0-0 a kotta.

On Tuesday he offered Rs7750-0-0 as rent (exclusive of Government dues) calculating as shewn below :-

Yield of paddy

1600 kottas worth Rs 12800-0-0 @ Rs 8/- a kotta.

Deduct

Govt. dues	Rs 2750-0-0
Charges for maintenance of Channel	Rs.1000-0-0
Total	Rs 3750-0-0
Balance	Rs9050-0-0

) Rent to Governm
) -ment Rs7750/-
) Remuneration
) to Lessee 1300
) Total Rs9050/-

NOTE—Contn. sheet.

GPS—50,000—12 8 10

Serial No.

I told all the parties to present sealed tenders

5) On Wednesday morning I had a talk with Mr. Sivarama Iyer, B.A., B.L., a High Court Vakil who has re-tired from practice and has settled in his native village of Ravanasamudram devoting his attention to agriculture. He was introduced to me by Mr. N. S. Tirumala Iyengar. He is trying improved methods of cultivation and has installed an oil-engine for irri-gating his sugar-cane and Cambodia cotton fields. Sankaranarayana Iyer, one of the applicants, being his nephew Mr. Sivarama Iyer may be said to be interested in securing the lease for his nephew. Still I think he may be depended upon to give a fairly accurate idea of the income.

Mr. Sivarama Iyer said that the income may be taken at 1500 kottas, that in the cases of leases like this it is usual to take the price of paddy at Rs 7/- per kotta, that the cost of management inclusive of channel maintenance comes to Rs 1000-0-0 and that if the Government dues are about Rs 3000-0-0 a rent of Rs 6500-0-0 can be easily paid by the Lessee who can also make a profit of not less than Rs. 1500/ a year for his trouble as the price of paddy will never be less than Rs 8/- and would sometimes be Rs 10-0-0 or 10-8-0 per kotta.

He added that as there appeared to be keen competition something more than Rs 6500-0-0 was likely to be offered.

6) From the two previous paragraphs it will be seen that the Government Agent's estimate of Rs 10500-0-0 as the gross income is quite fair though

he

NOTE—Contn. sheet.

GPB—50,000—12 5 10

Serial No.

he takes the yield to be about 1312 kottas of paddy. It will also be seen from the same paras of his report, referred to above, that Lessee Sankara Iyer is willing to admit Rs 7-8-0 as the value of a kotta of paddy.

I may here refer to Ananthakrishna Sastry's talk with me summarized in the following sentence of the last paragraph in the Office-note of the First collection

> " From what he said I gathered that Rs 10000-0-0 a year is too large a sum and that one or two persons who had offered high rents this year suffered some loss as the price of paddy fell."

Enquiry made of the persons now present confirms this statement that the income of some Lessees was much affected by a fall of price last year.

Thus we may take the gross income of the village to be Rs 10000-0-0.

7) From Para 3 of the Government Agent's report No. 67 dated 20th. April 1907 it will be seen that the Government dues for Fasli 1315 were Rupees 2887-0-4 as detailed below :-

(1)	Jodi and Quitrent	Rs1961-3-8
(ii)	Fasul Jasti for raising double crop on single crop land	328-10-0
(iii)	Thirwa Jasti for wet crop on dry land	88-2-0
(iv)	Thirwa Jasti for double wet crop on dry land	26-9-0
(v)	Penal assessment	3-1-0

]

Serial No.

(vi) Land cess	Rs 220-8-4
(vii) Village cess	163-12-2
(viii) Railway cess	55-2-2
Total	Rs 2887-0-4

As the items of Fasul Jasti and Thirwa Jasti are variable and as year by year cultivation appears to be extending we may take the Government dues at Rs 3000-0-0.

Perhaps the Jodi ca., may be enhanced if the Survey of this Village, referred to in para 18. below is carried out.

Thus Rs 3000-0-0 may fairly be taken to be the Government dues ; and even if they should amount to less there can be no harm in erring on the side of liberality and allowing the Lessee to make some profit in this item.

8) The Government Agent estimates the charges of management &ca., at Rs 1520-0-0, i.e., 190 kottas of paddy at Rs 8/- per kotta. (Para 23 of report o. 91 dated 12th. Jany. 1910.) Messrs Kolathoor Iyer and Sivarama Iyer have independently estimated this at Rs 1000-0-0 a year. We may accept this remembering that the Lessee is likely to make some profit in this item also.

Thus as stated in Para 5 above and as estimated by Mr. Sivarama Iyer a sum of Rs 6500-0-0 a year, i.e., Rs 2000-0-0 a year more than the amount offered by Lessee Sankara Iyer is, under ordinary circumstances, a fair rent.

9) It has next to be seen whether this amount

NOTE— Contn. sheet.

can

Serial No.

can be fairly claimed in view of the fact that it is represented that some litigation has to be undertaken.

The question of litigation has to be considered from two points of view :-

(a) whether it is necessary ;

(b) whether, if necessary, it will cost Rs 20,000-0-0, that is,

(6500/- --- 4500/ - X 10.

10) The matters of litigation as referred to in the several reports of the Government Agent are four in number as shewn below :-

(i) To get a declaration that Ananda-kolam tank is a rain-fed one ;

(ii) To secure a right for irrigation for 18 days in a month, i.e., for 3 out of 5days ;

(iii) To try to get from ryots Yavanai Kalvai-nazar, Athakothu, Javak-cooly, and Urai which the High Court have disallowed in Second Appeal No. 633 of 1903 between Lessee Sankara Iyer and Narainsami Iyer and others and also to enforce the right of the landlord to recover half of Pasul Jasti from tenants growing double crop on single crop land ;

(iv) To get the remission of Pasul Jasti and Thirwa Jasti on certain extents of land said to be referred to at the Inam Settlement of 1864-5 as being even then sown with double crop

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crop and wet crop in addition to the old Ayacut.

11) I shall begin with the last which can be easily disposed of

The Government Agent in Para 3 of his report No. 67 dated 20th. April 1907 says that the extent of this village as noted in the Inam Register is as shewn below :-

	Kottas	Markas	Padies
Double crop wet land 104.3 acres or extent by local measurement	64	4	4
Single crop wet land 225.57 acres or Do	139	5	1
Total wet 329.57 acres or Do	203	9	5
Dry 67.91 acres or Do	41	19	2
Parampok 132.82 acres or Do	81	20	6
Total extent 530.33 acres or Do	327	7	5

In his report registered No. 2267 dated 30th. June 1910, the Government Agent says that the extent is as shewn below :-

Wet land.

Double crop lands	103.76 acres.
Single " "	167.38
Total	271.14

NOTE— Contn. sheet.

GPB—50 000— 12 8 10

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Dry land. 31.22 acres.

Waste lands

Dry 36.39 "

Wet, one crop 57.85

In para 12 of the judgment in the Anandakolam suit (O. S. No. 314 of 1910 on the file of the District Munsiff of Ambasamudram) it is said that the Kanum gave the extent to be as shewn below :-

Double crop lands 114 Acres 71 Cent

Single " " 225 57

In the present lease-deed of Sankara Iyer the wet extent of this Village is said to be 226 kottas, 10 Markals and 4 padies.

Though the figures do not agree the difference is not material.

12) The Government Agent in para 6 of his report registered No. 2267 dated 27th. June 1910 state as follows :-

> " Out of dry Ayacut referred to in para 2 above. 20,25 acres are being cultivated with wet crop and so also second crop is being raised on 46.75 acres of single crop land without paying any water-rate to Government. This privilege having been recognized by the Inam Settlement Authorities should have been continued unmolested. An attempt should be made to see whether an unjust water-rate could be got excised or not by resorting to revenue or Civil Courts,"

Assuming

NOTE— Contn. sheet.

GPS—50,000— 12 8 10

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Assuming that the claim is not time-barred all that has to be done is, I think, to present a petition in the first instance and then file a suit if the grievance is not redressed.

There does not appear to be any complication at all in this case ; nor is there any necessity for any oral evidence.

I do not see why this should not be attended to the Government Agent himself.

13) I shall now deal with the third matter, i.e the recovery of Kavanai and other charges from the ryots. The Land Revenue tenure in this village has been described in para 6 of the Govt. Agent's illuminating report No. 67 dated 20th. April 1907 from which it will be seen that it is something like the Batayi system that was once in vogue in this State. Before dividing the produce in the fixed proportion certain quantities are to be set apart as expenses &ca., of the land-lord or the tenant. Statements in which the details of the shares of the land-lord and tenant have been worked out are also appended to the report.

A few items in favour of the land-lord have been disallowed by the Madras High Court as stated in para 10 above. The effect of this disallowance is clearly shewn in para 13 of the Govt. Agent's report referred to above from which it will be seen that while the Lessee was getting 10/21 of the yield, i.e. 10 Markal for every kotta of paddy (1 kotta = 21 Markals) he now gets 9 markals and 4 paddies, i.e., 9 markals only. (1 Markal = 8 paddies)

The High Court in similar suits in 1880

NOTE—Contn. sheet.

GPB—50,000—12 8 10

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E+F

1880 between the then Lessee and some ryots have allowed these items and also directed that the tenant should pay half the Fasul Jasti. (2nd. Appeals Nos. 150 and 188 of 1880) In 1890 the same items have been allowed by Head Assistant Collector Mr. Varada Rao.

So the Government Agent wants the matter to be further contested and a favourable decision obtained.

14) It is one of the conditions of the present lease entered into by the Swamigalu and Sankara Iyer on 23rd. January 1904 that the Lessee should issue pattas and obtain Mutchalikas in terms of the decisions favourable to the Patt, Soon after the execution of the lease-deed the High Court on 9th. April 1904 passed their judgment in Second appeal No. 833 of 1903 disallowing these items. For reasons detailed in para 22 of Government Agent's report No. 67 D/ 20th. April 1907, Lessee Sankara Iyer has taken no further action.

15) It is necessary to see what loss the High Court decision has caused to the Patt.

The Government Agent estimates the loss at about 175 kottas of paddy and about Rs 200/- in cash (Para 22 of his report No. 67 dated 20th. April 1907

This estimate appears to be fair for according to the statement appended to his reoprt the Melvaram or land-lord's share will be 14 Kottas, 11 markals and 3 padies, assuming that one seed kotta of land yields 15 kottas of paddy for kar and also 15 kottas of paddy for pisharam. According to the

High

NOTE—Contn. sheet.

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Serial No.

High Court decision the elvaram will be 9₂ x 30 markals, i.e., 13 kottas, 12 markals or almost one kotta less than the ~~Varam~~ Varam calculation or 15 markals or about ¾ of a kotta less than the 10/21 proportion

Thus the loss is petty heavy and it is necessary that it should be avoided.

16) Whether we are to revert to the harassing system of " Varam " or whether we may adopt the proportion of 10/21 successfully adopted by Lessee Sankara Iyer for about 15 years may also be consider -ed.

The parties say that the income has increased because the elaborate division under "Varam" has been done away with and that if it is reverted t to though the proportion may be slightly higher, the total quantity may not increase and may even fall ~~ø~~ down. It is within the experience of all land-owners that on the whole the " Guttigay " system is better than the " Vara " system.

Further it has been represented to me that in these parts the system of " Varam " in the case of Inam lands in which tenants have occupancy rights is gradually making room for a system of " Kattu Guttigay " in cash or kind for a fixed period, subje ject like the survey assessment, to revision at the expiry of that period.

17) On behalf of the ryots of the village, Narayanasami Iyer, the defendant in the Anandakolam suit represented in October 1910, as the Office-note in the 1st. collection will show, and has come again now to represent that the rent in kind should be com -muted to rent in cash subject to periodical revision

Note—Contn. sheet.

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revision, the gross income from the village being taken as Rs 10,000/- or 12,000/-. This representation is supported by a petition of the ryots (S1 12) Had the village been within the State, survey and settlement should have been introduced. The proposal made is a sort of survey settlement but is more advantageous in as much as the cash ~~grain~~ rent that we may fix will be much more than the survey assessment

18) I may here say, by the way, that the Tasildar of Ambasamudram enquired of the Government Agent if the Matt is willing to get the village surveyed The Government Agent in seeking my instructions expressed the view that there is no necessity for survey. I have asked for the Swami's opinion adding tha it will be useful to get the village surveyed.

19) Though commutation is desirable and is a sign of enlightened management it is necessary that preliminary to that the land-lord should be getting a fair share of the produce. Thus the necessity for securing a modification of the High Court judgment either by a fresh suit or by agreement with the tenants still remains.

20) As between the old " Varam " and the proportion of 10/21 which Sankara Iyer had successfully adopted for about 15 years and which he says can even now be secured without litigation in most cases I prefer the latter though the yield may be slightly less than under the harassing system of " Varam." This proportion was admitted to be fair by the parties present. The admission is perhaps not of much value in as much as the parties as ~~lessees~~ Cultivating tenants are interested in getting as much as possible from the tenants.

NOTE—Contn. sheet.

GPB—50,000— 12 8-16

G. R. S. 12]
General and Revenue Secretariat.

File No. 951 of 19 [illegible]

Serial No.

It will thus be seen that litigation on th 3rd. point though necessary is not likely to cost much.

21) I shall now deal with the first two matter which may be considered together as they relate to one subject, viz., the supply of water to the wet lands of Vaghakulam village.

This appears to be a matter which intimate -ly affects all the applicants. On all sides of this village there are Government villages where either the applicants or their friends have lands. It is said that they covet the lease in order that they may take the surplus water of Vaghaikulam to these lands in Government villages.

22) The first matter, viz., about Anandakolam tank refers to such a case. It is a Government tank under which Narayanasami Iyer has wet lands. It was originally classed as rain-fed and Narayanasami Iyer has been trying to take the surplus water of Arasadi -kulam (a small tank in Katt inam village) to this tank to irrigate his lands. This is one of the motives inducing Sambasiva Iyer, a friend of Narayana sami Iyer, to ask for the lease.

23) Ravanasamudram Sankaranarayana Iyer's relative Sankara Iyer has lands under another Govt. tank Sambavathikolam. It is said that Sankaranarayan Iyer wants the lease in order to permit his relative to take Vaghaikulam water to these lands.

Sankaranarayana Iyer and his uncle r. Sivarama Iyer admit that their relative Sankara Iyer has these lands but add that he will not be permit-

ted

GPB—50,000—12 8-10

Serial No.

permitted to take Vaghaikulam water. Sankaranarayana Iyer says that in anticipation of this objection he has clearly stated in his application (Sl.11) that he does not own a cent of land under the irrigation of the North Kadaimel Alagian Channel and that none having any interest in that irrigation will be permitted to have any share in his lease either directly or otherwise.

I think we may take Sankaranarayana Iyer to be not quite without interest.

24) I may, by the way, say that Lessee Sankara Iyer, to whom these lands under Sambavathikulam belonged and who has since sold them to the other Sankara Iyer for Rs 12500-0-0, now makes no secret of the fact that he was originally induced to take up the lease with a view to irrigate those lands with the water of Vaghaikulam village and that he sold the lands as he could not take Vaghaikulam water to these lands.

25) One Lakshminarayana Iyer has lands, perhaps, to the west of Vagnaikulam which he wants to irrigate them with Vaghaikulam water. Mr. Sivarama Iyer told me that Lakshminarayana Iyer also proposed to apply for the lease and has since desisted, having arranged some terms with Lessee Sankara Iyer or Kolathoor Iyer. Lessee Sankara Iyer who is interested in exposing the others does not say anything of the understanding between Kolathoo Iyer and Lakshminarayana Iyer. It may, therefore, be that Lessee Sankara Iyer has himself entered into an understanding with Lakshminarayana Iyer. In the event of the lease

NOTE— Contn. sheet.

GPB—50,000— 12 8 10

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lease being sanctioned to Lessee Sankara Iyer I shall tell him that he should not enter into understandings prejudicial to the Matt.

26) While on the subject of the interestedness of some of the applicants I may say that Sambasiva Iyer's friend Naryanasami Iyer and Lolathoor Iyer own lands in this village and that if they should get the lease they will not have to pay any extra rent. If. on the other hand the lease is sanctioned in favour of Lessee Sankara Iyer's son they, who are paying rent at a favourable rate under a patta coter-minous with Sankara Iyer's lease, are sure to be called upon to pay enhanced rent.

27) It will thus be seen that there are people interested in taking the water of Vaghaikulam village to their lands and that therefore it is necessary to jealously guard the Matt's vested rights. At the same time there can be no objection to any extra water going to other lands. It is said that Lessee Sankara Iyer allows people to take water and charges some fee for himself and that his objection to the use of the water is due more to a desire to get a fee for himself than to guard the interests of the Matt.

28) Reverting to the specific subjects of litigation, I shall take up the Anandakolam suit first.

As sanctioned by Government the suit was filed. The decision is adverse to the Matt. A copy of the judgment is put up. It was represented to the Munsiff that the first issue framed by him, viz., whether the Plaintiffs have the exclusive right to

the

GPB—50,000—12 8 10

Serial No.

the use of the Kodaimal Alagian channel water - was erroneous and that specific issues - whether Anandakolam tank and the lands thereunder are entitled to the channel water and whether the diversion of channel water to Anandakolam injuriously affects the Palintiffs lands- should be substituted. He did not amend the issues. An appeal has been filed. A copy of the grounds of appeal is put up.

Narayanasami Iyer, the chief Respondent, has come here and requests that the litigation should not be continued. If he would help in getting the 10/21 proportion accepted by all, we may, perhaps not prosecute the appeal if the Second Councillor is satisfied that the Matt rights will not be affected.

Sankara Iyer says he has till now spent Rs1500-0-0 for this case and he may have to spend Rs600-0-0 for the appeal.

29) It is necessary to see what the defence of the Secretary of State is. Naryanasami Iyer on the first occasion represented that the Secretary of State pleaded the channel had been improved. That plea has, I now find, not been urged by the Secretary of State but has been urged by Naryanasami Iyer. The Secretary of State's case is that Government have the unfettered control of the distribution of water and that the Matt cannot as a matter of right ask for more water than is enough to irrigate the extent shown as wet in the Inam Register.

30) The same defence may be argued should the question of Morai or rotation, the scond matter of litigation, arise.

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9

As regards this matter no suit has been filed. The Government Agent has reported that he was advised to present a petition to the Collector who had undertaken to enquire into the matter. It has not been reported whether a petition was presented and whether it was disposed of.

Sankara Iyer says that the rotation has not been disturbed till now. on being asked by me says that he will

31) Sankara Iyer ~~has since agreed~~ to abide by any decision of Government. So no question of damages will arise so long as the lease is granted to him. As he has been a Lessee for 20 years paying his dues regularly and minding the interests of the Matt also it seems to me that in the event of his agreeing to pay a fair rent he may be preferred to other applicants.

32) Considering all the circumstances of the case, I would fix Rs 6000-0-0 as the fair rent. Whether the full amount of Rs 6500-0-0 should be charged depends upon what has been offered by others in their sealed tenders . I cannot recommend anything more than Rs 6500-0-0.

The conditions will be the same as those alredy settled. We may make it clear that channel repairs includes repairs of tank also and also provide for the contingency of the Jodi being enhanced in the event of the village being surveyed.

33) I have to add that in addition to the persons referred to above one Srinivasa Iyengar also presented a tender on the 11th. Instant. He is the Lesseee of some minor inam lands belonging to the matt in some villages close by.

NOTE—Contn. sheet.

GPB—50,000—12 6 10

Serial No.

34) Before concluding I have to say that about 30 acres of Laksnminarayana Iyer's land referred to in para 25 above are reported to be available for about Rs 3000-0-0 and that if these are secured by the Matt there can be no danger hereafter in that quarter. I believe Mr. Sivarama Iyer who gave me this information will negotiate the sale whether his nephew gets the lease or not. The Government Agent, our accredited representative, and the lessee may also be asked to look to this.

Submitted with the Standard tenders & draft notn. cites for orders.

Dated, Bangalore,
13th. January 1912.

Under - Secretary
Muzzrai Deptt.

17 From, Ramayyangar, Trichur
Telegram Dy 29 1. 1912
States that in connection with the lease of Vaghaikulam Village, he is ready to start with advance, and solicits orders in the matter.
H. Secty's order — "Ask him to send a Tender Submitted with a Dft
Dft C 1339 29.1.12 RL
Dft sent by wire —

18 To Ramayyangar, Trichur No 1767 Dy 1 Feb 1912
Informs that he may submit his tender specifying all the terms

19 From, Yagna Suryanarayana Dikshitar
Telegram Dy 14 2 12 addressed to

NOTE — Contn. sheet.

G. R. S. 12]
General and Revenue Secretariat.

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Serial No.

The Dewan)

Offers his lease of the Inam Vagaikulam village for Rs 8700/- (excluding Kist etc expenses annually) for a period of 10 years.

Crs. order:—

"At what stage is this? Is a reply received from old lessee?

Submitted for orders. No reply has yet been received from the old lessee.

Submitted to the Chamber

15/2/12 The old lease has been submitted to the 20th inst. The tender, &c. is from one Yapia Ayyar [illegible] Dilkusha & is for Rs. 8701

Abdul Rahman

15/2/12

Watt

19/2/12

17/2/12

20. From, Ramanyyamma,
Petition dt 14-2-12
Submits her Tender for the annual gutta of Rs 8600/-

21. From, K. R Rama ayyar, Kundalappapuram
Telegram dt 15-2-1912

NOTE— Contn. sheet.

GPB—50,000—12 8 10

1302

G. R. S. 12]
General and Revenue Secretariat.

File No. 281 of 1909

Serial No.

Offers his lease for Rs 9000/.

Submitted for orders
AVC(137) 20/2/12 RL

Submitted herewith for sanction & issue of Patta.

[illegible]

22,23 From, K. R. Rama Aiyer and Subbiah Aiyer of Kalladaikurichi, Petitioners Dy 17-2-1912.

Offer their lease for 10 years for Rs 9000/.

No reply seems to have been received from the old lessee who was given time till the 20th inst.

Submitted for orders this matter has to be
AVC(137) 27/2/1912 settled soon.
RL

435 (1st Councillor). 27-2-12.

Make a clear statement of all the offers received & please see me with the file.

28/2/12

Early.

Councillor's instructions taken - Please submit draft as personally instructed.
5-3-12

Submitted with a Dft. as instructed.
AVC(137) 5.3.12 RL

Issue at once
6 3 12

NOTE— Contn. sheet.

GPB—50,000—12 8-10

G. R. S. 12]
General and Revenue Secretariat.

File No. 281 of 1909

Serial No.	
23	To, The Swamigalu, V Patuka no 2108 Dy 6-3-1912 Forwards a Statement of all the offers received for the lease of Inam Vaghaikulam Village and requests the Swamy's views on the subject.
24	From, the Swamigalu. Surunkha nos 84 and 85. Requests that as the case relating to the supply of water from Anandakulam Tank will be heard on the 25th inst and as the present lease of the said Village will have to be renewed this year, the question of future lease may be decided early. The Notice issued to the Swamy from the Advocate on behalf of Sundaram Aiyer Son of Sankara Aiyer has also been received — the Advocate says that his client has been carrying on O.S no 314 of 1910 on the file of the Distt Munsiff of Ambasamudram instituted by the Swamigalu against the Secretary of State for India in Council and others in connection with the diversion of the waters of the Kodamudalagiam

NOTE— Contn. sheet.

GPB—50 000—12-5-10

G. R. S. 12]
General and Revenue Secretariat.

File No. 281 of 1909

Serial No.

channel to the prejudice of the lands in Vaghaikulam village and has incurred expenses to the extent of Rs 2,200 in connection therewith and is willing to incur further expenses and requests that a lease deed may be executed in terms of the Govt order (probably of 4th Feby. 1911) failing which legal proceedings will be taken against the Swamy.

W1

Submitted for orders. The Swamiji's reply to the Vijnapana Patrika issued yesterday may be awaited.

AM 137
7.3.1912

8/3
7.3.12

File seen by 1st Councillor - await reply to sl 23.

M
8/3/12.

25. From, The Swamigalu.
Srimukha no. 86.
Communicates his wishes as called for in Sl. 23, regarding the lease of - Vaghaikulam Village.

(no. 39 dy 27.1.1911)
W1

Out of the several Darkhastars, the Swamy invites attention to his previous Srimukha regarding Sambasiva Iyer (The Swamy has stated therein that the latter is the Gumastha of the Vakil who is interested in the subject matter

NOTE— Contn. sheet.

GPB—50,000— 12-8 10

G. R. S. 12]
General and Revenue Secretariat.

File No. 281 of 1909

Serial No.

relating to the supply of water from Anandakulam) and says that Sankaranarana Iyer has offered his lease out of ill-will towards Sankara Iyer and that he is ignorant of other tenderers. He further states that Shankara Iyer has improved the Vahakulam village and is acquainted with the & Anandakulam Sail and has all the records relating thereto, and is interested in the matter. He adds that Shankara Iyer has agreed to take up the lease ~~etc~~ on paym^t of a jutta of Rs 6000/- per annum (ie Rs 1500/- in excess of the original jutta), and is of opinion that the & village may be leased out to him for the said amount. Kindly

1st Councillor's order. "We cannot accept any offer from Shankara Iyer for less than Rs 7000/-. He may be told so if he appears."
14/3/12

Submitted for orders. Kulathoor Iyer has petd (D 1424) AVC (132) 14.3.12 the Dewan bringing to notice the various misdeeds committed by the present ~~Revenue~~ lessee Sankara Iyer and his son, and praying that the village may be let out for auction through the Dist^t Collector of Tinnevelly or given to the highest tenderer.

Submitted
14/3/12

The Lessee Shankara Iyer was in the Office today and inquired how the question of renewal of the lease stood.

NOTE— Contn. sheet.

GPS—50,000—12 8 10

Serial No.

and expressed his willingness to take up the lease at the enhanced rent of Rs 6000/-, as against 4500/- previously offered by him. He was told in reply that govt. would not consider any offer from him less than Rs 7000/-. To this he said he was expecting some letter from his place and would see me again tomorrow and give an answer. ~~on the point~~.

14.3.12

1st Councillor informed of this.

[The govt. Advocate saw the Councillor with this file 15 3/12.].

Shankara Iyer again saw me this morning and expressed his willingness to take up the lease at the enhanced rent demanded of him, viz. Rs 7000/-, and prayed that steps may be taken ~~early to direct~~ for the execution of the lease-deed as early as possible.

16.3.12

May a draft govt. order be put up superceding the G.O. of 4th Febr 12, ~~so far as~~ the amount of the rent ~~is concerned~~ being raised to Rs 7000/-, and the other conditions laid down therein being rescinded?

Subd for orders to 1st Councillor

16.3.12

Please draft [illegible]

NOTE- Contn. sheet.

GPB—50,000—12 8 10

G. R. S. 12]
General and Revenue Secretariat.

File No. 281 of 1909

Serial No.

to the Dewan before issue.

Take a Stt by Sankara Iyer before doing so.

16/3/12

Statement taken accordingly & kept in file.
16.3.12

Draft G.O. put up for approval. The draft of a reply to the other tenderers repeating intimating that Govt. have not been able to accept their tenders is also submitted.

16/3/12

1st Councillor and Dewan.

Drafts approved

18/3/12

Rec'd 20/3

Urgent

303
20/3/12

Approved with a slight alteration

Issue

23.3.12

26

To the Messrs. Smith & Comptroller

No. 2339-40 dt 29 3 1912

Accepting the offer of the

NOTE—Contn. sheet.

GPB—50,000—12-8-10

G. R S. 12]
General and Revenue Secretariat.

M7, File No. 281 of 1909

Serial No.	
	Shankara Iyer and his son Sundara Iyer & Sanctioning the renewal of the lease for ten years subject to certain conditions and also requesting the Revenue Board to get the draft of a lease prepared on the terms mentioned in the G.O. & Submitted for Govt:—
	To
	The Swamigalu
27	No 2341 dy 29.3.1912 —
	Forwarding a copy of the Govt order —
28	— Endt to —
	R. S. Sankara Narayana Iyer dated —
	No. 2342-57 dy 29.3.1912 —
	Intimating that the lease [illegible] in question has been [illegible]
29	From, Shankariem,
	Pekkan dy 30 3 12
	States that it is absolutely necessary that the lease-deed is to be registered soon, as repairs are to be done in the channel feeding Vaghankulam tank for the cultivation of ensuing Fasle 1322
	The petr adds that if the cleaning of the channel is not done now, no repair can be done later on and he

NOTE.—Contn sheet

GPB—50 000 12-10

Serial No.

will have to undergo heavy loss as water cannot flow freely to Vaghaikulam which is at the tail-end of the channel.

May the receipt of the draft of the lease-deed called for from the Munsif Supdt in 81.26 be awaited?

Submits for orders

Ag 6/13 8/4/12 9.4.12

V. Iyer 9/3/[illegible]

30 Petn of 30th April 1912 from Sankara Iyer to the address of the Bd. Cr.

Prays that he may be allowed to give landed property as security instead of cash deposit of Rs 7000/= as agreed to by him in connection with the lease of the Vaghaikulam lands &c.

First Cl's orders may be issued. I cannot see any way of departing from the terms agreed on.

In the matter of,

NOTE—Contn. sheet.

Serial No.

Security, perhaps some concession may be shown if possible,
Submit with file early.
Is the bond not yet taken".

31 From the Revenue Sapoti
No 1124 dt 3.5.12
Submits for approval of Govt the draft of the lease-deed proposed to be executed in favour of Sundaram Iyer for the lease of the village—

Regarding the prayer of Sankara Iyer for certain concessions in the matter the Revenue Sapoti states
(1) that the condition of proportionate reduction of gutta amount in bad years cannot be entertained
(2) that as regards the form of security it is quite inexpedient

NOTE—Contra. sheet.

G. R. S. 12]

General and Revenue Secretariat.

File No. 287 of 1909

Serial No.

to accept landed security situated far away outside the jurisdiction of the State and it must be declined,

(3) As regards the interest he recommends a rate of 6% being allowed on the deposit amount the difference being met from the Math funds.

Mdu
(79) BL
4.5.12.

The draft lease-deed has been prepared on the lines of the present deed in force and purports to be executed by the Swamijalu in favour of the present lessee Shankara Iyer's son Sundara Iyer The conditions prescribed in the G O of 29.3.12 have been incorporated and the draft seems suitable.

NOTE—Contn. sheet.

GBP—20 000 20 1 12

G. R. S. 12]

General and Revenue Secretariat. | File No. of 191

Serial No.

Shankara Iyer has since submitted petn to Govt & the Hony. Supdt praying for concessions as follows.

i. That in lieu of the cash security of 7000Rs, landed security may be accepted, or interest, as at present, of 9% be allowed if cash deposited is insisted on.

ii. That with regard to the litigation to be carried on at his expense, it may be confined to the four cases ~~mentioned in the G.O.~~ referred to in the notes above and specifically mentioned in the draft lease, and that the clause that he should undertake also all litigation that may arise hereafter, may be struck out.

& iii). That he should be allowed a reduction of Putta amount in bad years, proportionate to the loss sustained by him in such years.

As regards i) it is obviously inconvenient to accept ~~any~~ landed property situated far away in Tinnevelly Dt. ~~In that~~ Some concession may be shown in the rate of interest payable. It may perhaps be fixed

NOTE—Contn. sheet.

GBB—20 000—20 1 12

Serial No.

at 6 per cent, the ~~balance~~ excess of 2 7/8 % over the Savings' Bank rate of 3 1/8 % being charged to the matt. At present the matt pays 9%.

As regards ii), the pet's request seems reasonable. It may also not be valid to relegate to the lessee future litigation that may arise in connection with the property. His request to confine his responsibility to the specific cases now being conducted, may be complied with, and the additional clause removed.

As regards iii). the prayer can not obviously be entertained. It may be refused.

If the draft lease-deed is approved with such modifications as govt. may ~~decide~~ think fit ~~upon~~ on the points noted above, it may be returned with instructions to get it duly executed by the Swamijahn and registered in due course, the formal Counterpart being taken from the lessee and registered in accordance with usual practice.

1st Councillor
5.5.12

BOJ
4.5.12

I think it better to take the Govt Adv'l opinion on the

NOTE—Contn. sheet.

G. R. S. 12]

General and Revenue Secretariat. | File No. of 191

Serial No.

draft.

Early

9/5/12

Mus R O. No. 19
11. 5. 12

Forwarded to the Govt. Advocate for favour of opinion -

S Ramaswamiah
10/5/12 Dy Sec. to Govt. Revy & Agl Depts

G.O. 45.

I have made certain additions & alterations in pencil in the proposed Tamil draft lease deed which may be usefully adopted.

Flag H.

As the Power of attorney executed by Swamigalavaru in favour of Govt. empowers the latter to lease the properties I have annexed hereto an alternative draft in Tamil in the name of the Mayor &c. for & on behalf of Govt.

S Ramaswamiah
Govt. Advocate
16.5.12.

As suggested by the Govt. Advocate the lease may, I think, be executed by the Mayor &c. for & on behalf of

+ Please have this a translation of this into English made, and put up - Urgent. 18/5/12

Chief Kannada Translator put up.

NOTE—Contn. sheet.

G. R. S. 12]

General and Revenue Secretariat. | File No. | of 191

Serial No.

the govt.

Orders are solicited in respect of the concessions applied for by the lessee and noted upon in the previous pages.

1st Councillor) 20/5/12
18.?

Personally-

The lease as ~~noted~~ corrected by the govt Adv is all right & may be executed. As a Concession to the Mam interest it is S.T.C. may be substituted for ~~for~~ Sav. Bank interest. Lease should be executed after informing Petr that no other concession will be granted & letting is ~~to~~ replly.

23/5/12

File submit in person to Dewan, ~~and approved~~ as directed by the Councillor, and approval obtd.
23/5/12

Draft order req'd

Draft R.C. sent.
20/

NOTE -Contn. sheet.

R. S. 12]

General and Revenue Secretariat.

Mus File No. 287 of 1909-10

Serial No.	
	Camp No.) Draft G.O. subd for approval. (Addl 1st Councillor) hm 27.5.12 Draft appd by 1st Councillor 27 5 12 MAS
	Drive 28/5/12 hm
	at once, in camp. hm 28/5/12
32	To. The Musrai Superintendent in Mysore Comptroller to Govt Camp No. A-B 2941-2 Dt 28th/31 May 1912 Authorises the Musrai Supt to execute for and on behalf of Govt the lease as altered by the Govt Advocate and Sanctions the Substitution of the rate of interest on the Cash Security to be furnished by the Lessee at 6% in place of the Savings Bank interest, the excess over the Collateral of interest being Charged to Mata &c.
33	From The Musrai Supt in Mysore Letter No. 1231 Dt 11.6.12 Forwards Copy of Telegram Govt received by him from the Agent of the Sri Vyasarayaswami Mata re the—

NOTE—Contn. sheet.

G. R. S. 12]

General and Revenue Secretariat.

File No. 281 of 1919.

Serial No.

Non-acceptance of the lease by Sankara Iyer and states that he is awaiting the receipt of the letter promised in the telegram

Submitted to Members -

11/6/12

Subd to 4th Councillor for perusal.

Apparently Shankara Iyer being advised by interested persons is ~~trying~~ to see whether he can not secure easier terms than those sanctioned by Govt. in their latest order, (to which however he has also agreed), ~~however~~ and whether he can not obtain specific performance of the terms approved in a previous Govt. order. (Vide the notice issued by him to the Swamigalu, at 24). This point was also considered in finally disposing of the subject and the devices ~~now~~ which Shankara Iyer is apparently now trying to adopt can only land him in difficulties.

The further communication promised may be awaited, so that we may have ~~in such~~ full particulars ~~of~~ as to how the matters stand.

Secy

10/6/12

NOTE—Contn. shoot.

HPS 20.006—2-11-3

EB 10/6

10/6/12

G. R. S. 12]

General and Revenue Secretariat.

Jmz File No. 281 of 1909-10

Serial No.

Await further communication -

hm
13/6/12

1 /

1st Councillor informed that, the party having since consented, the lease deed is ~~being got~~ ready and will be executed by me, as suggested, today.

hm
6/7/12

34 From

The Murvai Superintendent in Mysore

Letter No. 2400/3 S. 1912.

States, with reference to Para 3 of Govt order No. 2941-2 D/28 S. 1912 (SL32) that the transaction connected with the lease of Cheam Vaghaikulam Village belonging to Sri Vyasarayaswamy Matt has been concluded, the lease-deed being executed by the Govt Advocate and approved by Govt, with slight modifications, having been registered on the 11th June 1912 in the office of the Sub-Registrar [illegible] Amba Samudram.

Para 2 of the Murvai Supdt's letter explains that modifications were effected in the lease as follows

Note—Contn. sheet.

P T O

G. R. S. 12]

General and Revenue Secretariat. | File No. of 191

Serial No.

Subd for information.

The transaction has now been satisfactorily concluded, with substantial profit to the Mutt ~~in two~~ as follows.

1). The lease-amount has been raised from Rs 3900/- to Rs 7000/- annually. 2). The interest payable by the Mutty to the lessee, on the amount of 'Security deposit' has been reduced from 9 per cent to 5 per cent.

The correspondence may now be recorded, the fact of renewal of the lease with necessary particulars being also communicated to the Swamigalu for information.

487.

1st Councillor & Dewan. 8/8/12

9/8/12

2779 12-8-12

B

NOTE—Contn. sheet.

10/8

20/9

GPB -20 000—20 1-12

G. R. S. 13]

General and Revenue Secretariat

File No. 281 of 1913

Serial No.

[illegible] to Registration.

[illegible]

Applⁿ for issue

Rec

31 3 13

35 To the Munsif Sullia

no 1280 & 4 4 1913

Records his letter

36 To the Sivaramapatna Agrl. Bank Ltd.

Mahanayakanahalli

no 1281 & 4 4 1913.

Declines that the loan so stated has

been [illegible] in the Sulia Registration Office

[illegible]

Copy Contd. sheet

GPI 1000 2.13.12

19th October 1911

From

R. S Sankaranarayana Iyr

Ravanasamudram

– Kadayam Post.

Tinnevelly Dt. 630

To

The 2nd Councellor

Bangalore. 11

Mysore

Sir,

The lease of Vagaikulam in Ambasamudram Taluq Tinnevelly Dt granted to Sankara Iyr. of Kallidaikurichey expires by the end of this Fasle 1321. In February 1911 I had been to you in person and made a proposal to accept a lease of all the lands belonging to Vyasarayaswami mut under North Kodaimel Alagiam Channel and leased out to the said Sankara Iyr for an annual rent of Rs 10,000 (Rupees Ten thousand). I further offered to make a deposit of Rs 10,000 to bear interest at 7½ percent a year.

I beg to make an offer now on the same conditions. As to my social status I have to submit that jointly with my 3 undivided brothers I pay a

land revenue of about Rs 1000 (Rupees One thousand) a year
This lease is intended for the benifit of the family.
I may tell you again that I do not own a cent of land
under the irrigation of the said North Kodaimel Alagian
channel and I assure you that none having any
interest in that irrigation will be permitted to have
any share in my lease either directly or otherwise.

You might remember that when I
saw you in February 1911 with my application
for this lease I was asked to wait till the end of
1911. So I am renewing it.

If you wish to make any reference
about my status and respectability you may do so
to the sub-Collector Sheshadevi who knows my
uncle Mr R. SivaRama Iyer of Ravanasamudram
and to Mr R. Gopalasami Iyer, Elephant Lodge
Chamarajpet, Bangalore City.

I request you to be pleased to grant
the lease to me.

I beg to remain

Sir,

Your most obedient Servant

R.S. Sankarama Rayaner

From

R.S.Sankaranarayana Iyer,

Ravanasamudram,

Ambasamudram Taluk,

Tinnevelly District.

To

The Muzrai Superintendant,

Bangalore,

Mysore.

Sir,

As required by you on the 9th January 1912 I beg to submit this as my tender for the lease of Kattukuthagai Inam Village of Vagaikulam in Ambasamudram Taluk Tinnevelly District belonging to Vyasaraya Mutt, Narasimahapuram Taluk, Mysore Province.

The terms of my tender are:-

1. In consideration of the enjoyment of all the lands comprised in the said Inam Village I offer to pay a sum of Rs. 7,000/- (Rupees Seven Thousand) only every year to your Agent or any other at Vogaikulam as may be authorised by you.

2. I shall also pay the revenue consisting of Jodi, Quit Rent, Fasli Jasthi and miscellaneous cesses to the British Government, year after year according to the Visthi Bandi without fail.

3. I shall also attend to normal and routine repairs of the channel feeding the said Vagaikulam.

4. For due performance of the above conditions I am prepared to deposit in the office here one year's rent payable

able as said in clause one above.

5. I am willing to accept a lease on the above conditions if you are pleased to grant the lease to me for ten years from Fasali 1322 to 1331 both inclusive.

With reference to the remarks made on the 9th January 1912 in your presence by the present lessee Sankara Iyer as one of the applicants for the lease proposed to be granted, about my relationship with A.A.Sankara Iyer and others I beg to assure you once more that I have put in this tender on behalf of my family and that no other will have any interest in the lease if granted to me.

In conclusion I beg to repeat that I have no interest adverse to that of the Mutt in the source of the irrigation to the said Inam Village.

I request you to accept this tender of mine and execute a lease for 10 years in my favour of the said Kattukuthagai Inam Village of Vagaikulam.

I beg to remain,

Sir,

Your most obedient servant,

Bangalore City
11th January 1912.

R.S. Sankaramarayanier

Address:-

C/O.R.Gopalasamy Iyer Esq.,

Elephant Lodge,

Chamarajpet,

Bangalore City.

N.B

Interest at a reasonable rate should be paid to me once a year on the deposit till it is returned to me at the expiry of the lease.

To

H V Nanjudia Esquire M a ill L

2nd Councillar

Gouernmt. ob. H H of the

Maraja of Mysore

Honored Sir.

The humble petition presented by

I. C-S Sankaraiya aiyer Son of Subramanii
anchavanmdram.

Most respectfully Showeth

Yesterday Muzarai Superintendent
has ordered me to present a tender
petition to your honer

The increase of the lease amount.
is on My Petition

The Inam Village Village of
Vagaikulam lease for a period of
further 10 years I accepted on the
condition specified below

(1) That the petitioner should pay a rent
of. ~~Rs~~ 76 Rs-.-.— for the mutt terrific

(2) That he should pay himself c.d.
Government dues.

(3) That the petitioner should pay all of the village expences

(4) This Government should bear all the costs in the suit of any concerning this Lease

N, B.

I am a Vakil Gumastah in the O.S no 314/1910. 1st Defendants (1st Defendant Government of India) Vakil R. Subburaya

Do. Vakil R. Subburaya in O.S no 138/1896 3rd Defendants Vakil (3rd Defendant Government of India) R. Subbaiah.

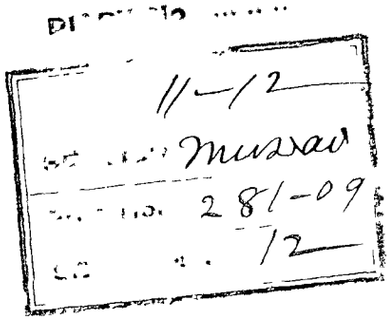
This Case was conducted by Do Vakil Contrary to M Narayanaswami ayyar No relation ship between bidders

I have the honor to be Sir.

Your most obedient Servant.

C. S Saubadra ayyar

10. 1. 12.
Bangalore



Petition in Vahakulam case file 29/11/1914

To

His Excellency The Second Councillor,

Mysore States.

Most Honoured Sir,

We the humble inhabitants of the village of Vahakulam, Ambasamudram Taluk, Tinnevelly District, do most respectfully beg to approach Your Excellency with the following few representations with the full hope that that they will receive a due and patient consideration at Your Excellency's hands, and our present hard and straitened circumstances be ameliorated by the sympathic hands of the benign Mysore Government.

1. The above mentioned village of Vahakulam whereof we, your humble petitioners, are the tenants, belongs to the Vyasaraya Mutt of the Mysore states. While under their regime, the lands in this village were being leased out to the highest bidder, to persons who had no permanent vested interests in the lands they bade for, as a consequence of which, the extreme difficulties and hardships which the tenants in the village were put to, are simply incalculable and could not be overestimated.

2. The destructive effect of the policy above submitted, as having been adopted by the [illegible] Mutt, while the lands in the Vahakulam village were under their regime, can very well be caused by the present forlorn condition of the village where a whole agriculturist of -

Pro[illegible]

brahmins of about 70 houses originally, besides many others of different communities, have all left their original --- paternal homes to ruins, and fled out to outside parts -- all to escape the rapacious hands of an avaricious lessee who put to winds all considerations of fellow-feeling, humanity, and generosity in his attempt to make the best out of the bargain he has entered into, with the Mutt authorities.

3. While such were the terrible difficulties we were experiencing from the destructive policy of the Mutt, but faintly outlined in the above para, we were, to our great relief, informed some 5 or 6 years ago, that, like all other Mutts, the administration of this Vasanya Mutt had also been brought under the direct control of the benign Mysore Government, and a drowning man in his last throes of death when he is but already feeling the benumbing influence of the hands of Death stealing over all his veins and muscles, would not, in his last struggling efforts for existence have clung more anxiously at a floating straw, than we at the thought that after all we were going to --- have our conditions ameliorated and bettered by the systematic and sympathetic hands of the Mysore Government; --- and, that such a long wished for consummation has not yet taken place goes only to show that our bad days are not yet over, and that we are yet to suffer a little longer - in our present pitiful state, at the hands of a fleecing lessee before the Almighty God instils in [illegible] Government a spirit to look into and thus to improve the unenviable and down trodden state in which [illegible] ency's poor tenants are at present lying immersed in.

4. Again, as is at present [illegible]

is

is being experienced in the matter of our paying the lessee in kind-not the least of which is that our being, to our great loss, dragged into court-litigations, and it was to avoid the above contingencies attendant on collecting the rent in kind, that the British Government have of late --- ruled that all such rents should be paid in cash and not in kind as here-to-fore.

5. Again, in the Travancore states it was, until very recently, the custom to pay the rent partly in kind, and partly in cash and rightly considering the difficulties attendant even on such a state of things, it was the late Dewan Mr. V. P. Mahadava Rao that abolished such a custom and had it ruled that the rent should in future be paid invariably in cash; and the naturally beneficial results attendant on such a system can well be caused by the fact that the ryots in all the villages of the Travancore States do feel themselves perfectly happy under the new state of things and not a house there is at present in the whole Travancore States wherein Mr. Mahadava Rao is -- not kindly remembered for the amelioration he had been, in his time of regime, pleased to effect in the condition of the poor hard worked ryot by the introduction of the ruling above submitted.

6. Under the above circumstances we most humbly beg your Excellency

(1) not to commit us again to the hands of a rapacious and fleecing lessee but to make a satisfactory settlement in favour of the tenants by imposing reasonable and just tax in cash and not in kind, taking into calculation the average income derived by the Unit from the date the ----- village passed into its hands ~~and~~ or the amount that the -- benign Government feels justified in taking from the ryots

on

on behalf of the Mutt.

(2) not to leave out the lands as the Mutt is in the habit of doing to the detriment of the villagers. (Under the present system of dividing the crop, there is no gain to the Mutt and the tenants also are put to much loss. - A third party only enjoys the benefit.)

(3) and to have the existing system of payment in kind converted to one of paying in cash and this, for the purpose of tiding over the innumerable difficulties -- which your poor tenants would be put to under the original system.

For which act of kindness and charity your humble petitioners will for ever be praying for your Excellency's long life and prosperity.

We most humbly beg to remain,

Most Honoured Sir,

24th October 1911

Your Excellency's most obedient servants,

bound, pay for your honour's long life and prosperity.

I beg to remain,

Your honour's most obedient servt

S. Viswanatha Iyer

Bangalore
3rd January 1912.

C/O.Ananthasubramania Iyer.Esq.,B.A.B.L.,
High Court Vakil,
Chamarajpet,
Bangalore City.

To

The Second Councillor

to the Government of

H.H.the Maharajah of Mysore.

B A N G A L O R E.

Most Respected Sir,

I beg to give my tender to the lease of Vgaikulam Village, Ambasamudram Taluk, Tinnevelly District, belonging to Vyasarya Mutt on the the following conditions.

1. I agree to pay Rs. 8/25-0-0 to the Government in consideration of the said lease.

2. I agree to pay Government dues such as Kist etc.

3. I agree to forego all the village necessary expenses.

I shall be highly thankful to you if you will kindly accept my above tender and inform me of the same.

I beg to remain,

Most Respected Sir,

Your most obedient & humble servt

S Viswanathaiyer

Bangalore City.

11th January 1912.

Address.

3 S.Viswanathaier.

Son of Subbiavier,

Vythiappapuram Street,

Kallakurichi Village,

Tinnevelly District.

Mur D No 958

C. INDIAN TELEGRAPHS. 281-09-14

NOTICE.
This form must accompany any inquiry made respecting this Telegram.

Charges to pay.	
Rs.	As.

Office Stamp. BANGALORE 3 JA.12 G.T.V.

Handed in at (Office of Origin)	Hour.	Minute.	Service Instructions.	Words.
Tanjore 3	5	21		2

Recd. here at 8 H. 7 M.

TO

Reply paid
a telegram
Aiyar Esq Mutaiah
Superintendent Sayamalai
Taking lease for 10500
Acres of Wetaikudam Vyasar
Madam himself or
fifth for ten years Reply
Kulathuraiyar 4

N. B.—The name of the Sender, if telegraphed, is written after the text.

Mufd-l-Am Press, Calcutta.—Tel.

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If the class of the

NOTICE.

Telegrams

21 mL

Sid. only 3
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Manasiantic

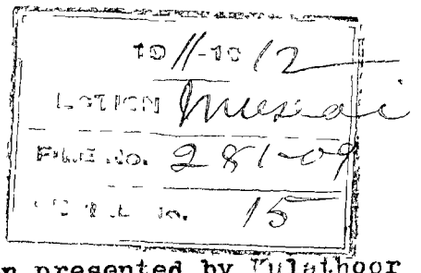
To

A.Subramania Iyer.Esq.B.A.,

Muzrai Superintendant,

BANGALORE. DIARY No. 1001

Registered
Contingent
8/1/1912



Honoured Sir,

4

The humble petition presented by Pulathoor Iyer, son of Pitchu Iyer, Mudalyappapuram Street, Valladaikurichi, Ambasamudram Taluk, Tinnevelly District, most respectfully showeth:-

1. That the humble petitioner is ready to take the lease of Inam Vagakulam Village, Ambasamudram Taluk, Tinnevelly District belonging to Sri Vyasarayaswamy Mutt, Narasimhapuram Taluk, Tirumakkaudu, Mysore, from Fasli 1322 for 10 years at Rs.10,500/- including Government tax every year and he is also ready to pay the required security.

2. That he and his relatives are the proprietors of nearly)¼ of the said Inam Vagakulam Village and they have also sent a petition for that purpose.

3. The following are the various misdeeds committed by the previous lessee Sankara Iyer and his son Sundaram Iyer against the said village:-

(a) The temple is not properly attended to.

(b) He is unjustly removing all the trees in the said village.

(c) The chief intention of the commencement of the Civil Suit of Aunanda tank is for obtaining this fresh lease.

(d) He did not bring forth true and respectful witnesses in that suit.

(e) He

(e) He is intending to purchase a lot of waste ground and irrigate it with the said village channel water.

(f) He has not taken sufficient efforts for repairing the canal, tank, anicut, and madai.

4. He most humbly requests your honour to be kind enough to lease out to him the said village.

5. He also requests your honour to be kind enough to write to him when the above lease will be above settled, as he belongs to a foreign district.

I beg to remain,
Honoured Sir,
Your most obedient servant,

Bangalore City.
6th January 1912

To

A. Subramaniaya Aiyer Al.

Museum Superintendant

Government of Mysore.

Bangalore

Most honoured Sir,

The humble tender petition presented by Kulathoor Iyer of Kallidaikurichi most respectfully showeth that he agrees to take the lease of Vagaikulam Village for 10 years on the following Conditions:—

4.

(1) He is ready to pay Rs. 8600 eight thousand six hundred rupees to the Mutt.

(2) He agrees to pay all Government taxes.

(3) He agrees to repair Canal, tanks &c at his own Cost.

(4) He agrees to pay the requisite Security

(5) The Government must bear all the expenses arising from the suit if any that will be made by Sundram Aiyar Concerning this fresh lease.

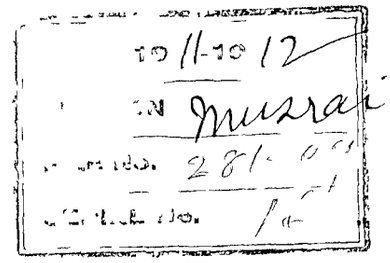
So he most humbly requests your honour to be kind enough to lease out to him the said Vagaikulam Village for 10 years.

I beg to remain Sir,

Honoured Sir,

Your honour's most obedient &c

DIARY No. 1002



M. R. Ry,

A. Subramania Aiyer, Avl.,

Muzari Superintendant,

Government of Mysore,

BANGLORE.

Honoured Sir,

The humble petition presented by N.Y. Ananthanarayana Deekshidar, son of Yagyasuria Narayana Deekshidar, Narasinga-nallur, Tinnevelly Taluk, Tinnevelly, most respectfully showeth:--

That the humble petitioner is ready to take the lease of Inam Vagakulam Village, Ambasamudram Taluk, Tinnevelly District, belonging to Sri Vyasarayaswamy Mutt, Narasimhapuram Taluk, Tirumakudu, Mysore from fasli 1322 for 10 years at Rs.10,500 including Government tax every year and he is also ready to pay the required security.

So he most humbly requests your Honour to be kind enough to lease to him the said village.

I beg to remain,

Honoured Sir,

Your most obedient servant,

5th Jan. 1912.

N Y Ananthanaraya Deekshidar

To

M R Ry

A Subbramaneya Ayar Al

Mazeraa Superintendant

Government of Mysore

Bangalore

Most honoured Sir,

The humble tender petition presented

5. by R Ry Ananthanarayana Deekshedar of Narasingarallur Tennevelly Taluk Tunnevelly Districk most respectfully Showeth that he agrees to take the lease of Vagarkulam Village for 10 years on the following Conditions -

(1) He agrees to pay Rs 8650 Eight thousand Six hundred fifty rupees yearly to the Mutt

(2) He agrees to pay all the Govt taxes

(3) He agrees to Spend all the Village expenses at his own Cost

(4) He agrees to pay the requisite Securities

(5) The Government must bear all loss arising from the Sale if any that will be made by Sundrary concerning this fresh lease

So he most humbly requests to your honour to be kind enough to favour him with the lease of the said Vagarkulam Village for 10 years

I beg to be honoured Sir

Your honour's most obedient servant

R Ry Anantharayana Deekshedar

Narasingarallur

11th January 1912

1 - 92

DIARY No ...1115

INDIAN TELEGRAPHS.

NOTICE.

This form must accompany any inquiry made respecting this Telegram.

Charges to pay. Rs. 12 A. Office Stamp. MUSEUM

Murder 28/-09

Ws.	Handed in at (Office of Origin)	Hour.	Minute	Service Instructions.
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Supdt Museum
Office
Underwood v. D. A. V.
Greenways Comp. Ltd.
Anderson
Wadsworth
Addr
16/10/09

N. B.—The name of the Sender, if telegraphed, is written after the text.

Hindu

Dft as per orders

No 1767 dt 1-2-1912
Mem 281-09-18

With reference to his Telegram regd. no. D 1115 dt 29th Jany. 1912 regarding the lease of Vaghaikulam village endowed to Sri Vyasarayaswamy matt, Ramayyavier, of Trichur informed that he may is directed to submit his Tender for the lease of the said village. Same security as before

By order,

for Secretary
29.1.12

DIARY No 1251

INDIAN TELEGRAPHS.

BANGALORE CITY
Office Stamp
13 FEB 12

NOTICE.
This form must accompany any inquiry made respecting this Telegram.

28/09

Charges to pay
Rs. | As

Fee. 19

Handed in at Office of Origin	Hour	Minute	Service Instructions	Words
	10	10		

Recd here at 11 H 40 M.

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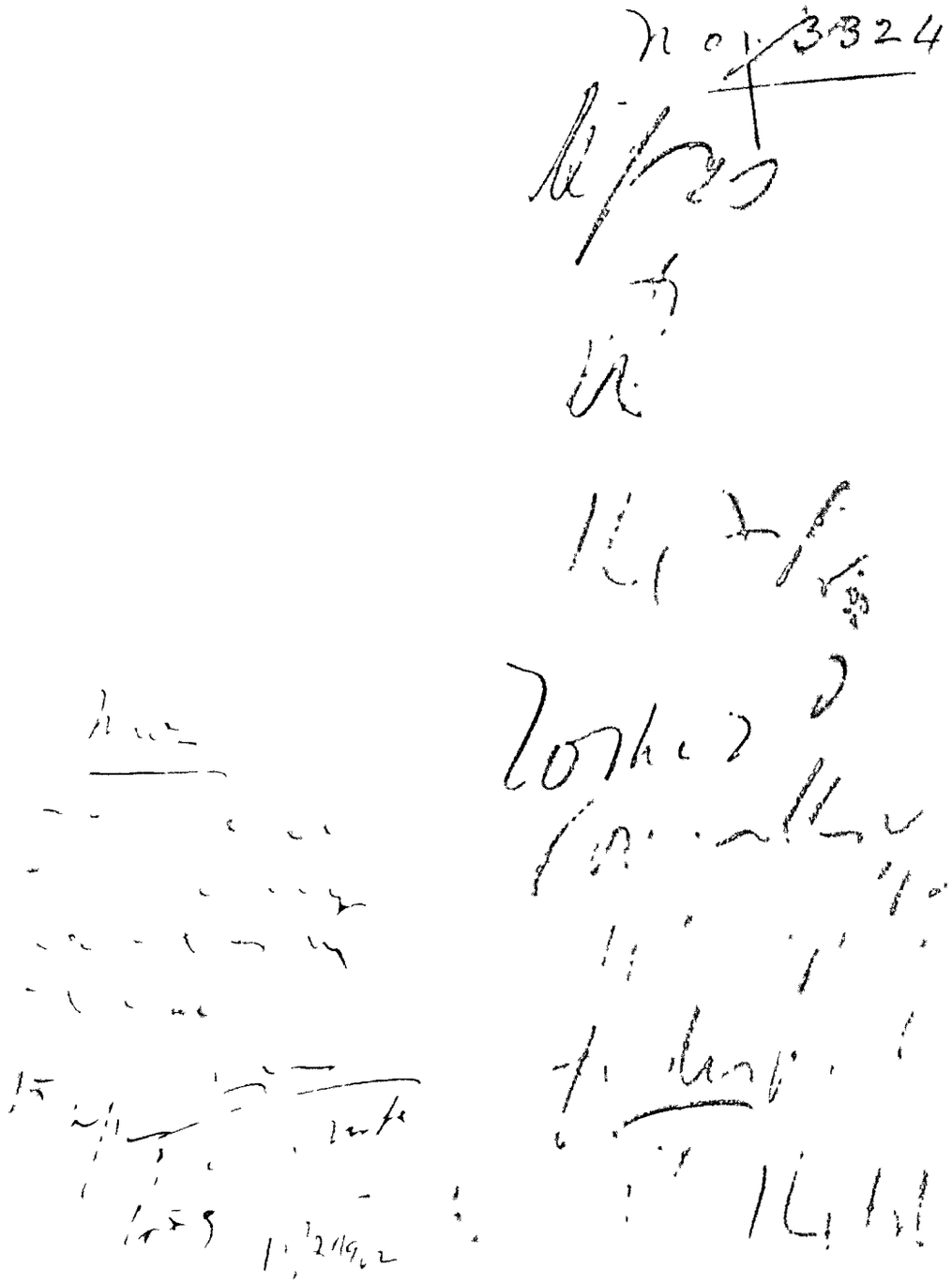
N.B.—The name of the Sender, if telegraphed, is written after the text

Gulab Singh & Sons Calcutta—No 55 P O —21 5 10—70 00 Bks



No 3326

DATED 12.45

TO INDIAN TELEGRAPHS.

C.

NOTICE. Murzra
This form must accompany any inquiry made respecting this Telegram.
28/-09

Charges to pay.	
Rs.	As.

Office Stamp.

Service Instructions.

Words. 61

Handed in at (Office of Origin) Hour. 11 Minute. 15

Ambasamudram 15 Recd. here at 11/45 H. M.

TO Dewan of Mysore Bangalore

Vagaikulam village lands tinnevelly dist.
of Vayasarayahswami mutt I am / sit am
to pay rs 9000 annually exclusive
every expense for 10 years petition
pray stop orders to others
- K R Rama aver

& Kallidaikurichi -

E. H.—The name of the Service, if telegraphed, is written after the text.

Bangalore Press, Calcutta.—T.G.

Received by reg. post on 20.2.12

DIARY No. 1293

to 11-2-12

Rec'd 28-1-09

22

To

M.R.Ry,

H.V. Nanjundayya, Avl.,

Councillor,

Government of Mysore,

B A N G A L O R E.

Continue note awaiting Sankara Iyer's reply

20/2/12

Honoured Sir,

The humble petition of presented by T.R. Rama Aiyer, son of Ramalingam Aiyer, Mudaliarpapuram Street, Pallidai-kurichi, Ambasamudram Taluq, Tinnivelly District, most respectively showeth:--

That the humble petitioner is ready to take the lease of Inam Vagakulam Village, Ambasamudram Taluq, Tinnevelly District, belonging to Sri Vyasarayaswamy Mutt, Narasimhapuram Taluk, Hirumakudu, Mysore from Fasli [illegible] for 10 years at Rs. 2000/-.excluding Government tax every year and he is also ready to pay the required security.

So he most humbly requests your Honour to be kind enough to lease to him the said village.

I beg to remain,

Honoured Sir,

Your most obedient servant,

K. R. Ramaswamy

17th February 1912.

To.

A. Subbramaniya Aiyar Al
Museum Superintendant
Government of Mysore.
Bangalore

Most honoured Sir,

The humble petition presented by tender

10. Sreenivasa Iyengar, Son of Aiyaswengar, Kulapathaneiy Sreevaikuntam Taluq. Tinnevelly district most respectfully Showeth that he is ready to take the lease of Inam Vagaikulam Village, Ambasamudram Taluq. Tinnevelly districts belonging to Sri Vyasarayaswamy mutt for 10 years on the following Conditions -

(1) He agrees to pay Rs 89:00 yearly to the Mutt.

(2) He agrees to pay all Government taxes.

(3) He agrees to ~~repair~~ Spend all village expenses at his own Cost

(4) He agrees to pay the required Security

(5) The Government must bear all Expenses arising from the Suit if any that will be made by Sundramier Concerning this fresh lease.

So he most humbly requests you I may to be kind enough to lease out to Inam [illegible] for 10 years I am also the present lessee of Mosapanad village & Puthamere Village Taluq & to the Said Vyasaraya Mutt.

I beg to [illegible]

11th January 1912

[illegible]

24/2/12

M.R.Ry,

H.V. Nanjundayya, Avl.,

Councillor,

Government of Mysore,

BANGALORE.

Bangalore
28-1-09
23

Honoured Sir,

The humble petition presented by Subbiah Aiyer, 9
Village Munsiff, Mudaliappapuram Street, Vadakku Vallidai-
kurichi, Ambasamudram Taluk, Tinnevelly District,
Most Respectfully Showeth:----

That the humble petitioner is ready to take the lease of Inam Vagakulam Village, Ambasamudram Taluk, Tinnevelly District, belonging to Sri Vyasaraswamy Mutt, Narasimhapuram Taluk, Tirumakudu Mysore from Fasli 1322 for 10 years at Rs. 9000/-.excluding Government Tax every year and he is aslo ready to pay the required security.

So he humbly requests Your Honour to be kind enough to lease to him the said village.

I beg to remain,

Honoured Sir,

Your Most Obedient Servant,

K P Subbiah Aiyer

17th Feb.

----oooo0oooo----

Confidential

Dft as per amus

No 2108 Emp. Dt 6/3/12.

Imus 7 281-09-23 (1)

గు తి ద ల్మి గాం ల శ్రీ మా ర్త్యే స
ల్లై శి కు వ గు ర్మా వే నె ల వి శిం కు లు
శ్రీ వ ల అ ధి ర్ పా ద కు ల్లై వి వ్రా లు
న ర ర్త్యే ప్యా వి కు ర్తం దా న్ని న్నీ న్నం
వి శ్రీ తిల వ కు వ ద రిం ద దాం ల కు
త్రి గె దా ర్తి నం ర్ర ర్త్యై లు వి న వ తి
మం డి గు త్తి నే నే తు వ ద ర ఆ వ న్ని
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ద బాం న్ని న్వ ఆం ది ర్ రి నా వ దు
మా ర్త్య ప్రా లు దే ర్ర ర మాం వి సు ర్తి
ద ర బాం న్నా దాం త్రు న గ్రే త్రై మా ర్త్య
తి ల ద వ రిం వి ద్దే ల్మి ల వ రి నే గ్రై నే
వే తు వ ద ర ల్మి నాం ధ ర్ బాం ధ ర
గ వ్రే సు, ఇ వ ర న్నై తి ఆ సు నాం ల
న్మ్రా బాం క తే లు వ కు లు లు
ఇ వ్రే వే ద లా ద వ త్రే లు న గ్ర
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న తి దే నా పా ద ల్మి న వ ర న్నం లు న వ కు

తీవ్ర లోపము వున్న వ్యవ సేద్యేతర
ఆస్తులకై తప్ప మిగతా అన్ని లోపము
వున్న ఆంక్షరంగ ఎలాంటి భూములకి
ఈ ప్రక్రియలు కొనక్కి వర్తించ-
వని చెప్పడమైనది.

By order,

6/3/12

for Dy. Secretary.

6/3/12

6-3-12

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] मो लेबनर घूसान पाउस्पदेह [illegible]

To

HIS HOLINESS SRIMAT VIDYA SRI RATNAKARA
THEERTHA SREEPADANGALAVARU, the Guru
of the Sri Vyasarayaswami Matt,
S O S A L E,
Tirumakudlu-Narsipur Taluq
M Y S O R E.

From

V.Rengachariar B.A, B.L.,
V A K I L,
T I N N E V E L L Y.
on behalf of Sundaram Aiyer son of Sankara Aiyer, residing at Kallidaikurichi, Tinnevelly District.

MAY IT PLEASE YOUR HOLINESS:-

It is represented to me by my client the said Sundaram Aiyer that Your Holiness yourself, and through your authorized Agent, the Dewan of Mysore agreed to lease to him the Inam village of Vagaikulam in the District of Tinnevelly for a period of ten years commencing from fasli 1322 on the conditions specified in the proceedings of the Government of His Highness the Maharaja of Mysore No.1925-6 .F 281-09-9 dated Bangalore 4th February 1911 and agreed to by my client aforesaid and by your Holiness through your authorized agent the Dewan of Mysore; that in pursuance of the said agreement, and at the request of Your Holiness and others, he (my client aforesaid) has been carrying on O.S.No.314 of 1910 on the file of the District Munsif of Ambasamudram instituted

1/2

34

instituted by your Holiness against the Secretary of State for India in Council and others in connection with the diversion of the waters of the Kodamelalagian channel, to lands under the rain fed - tank of Anandakulam to the prejudice of the lands - in the said Vagaikulam village and has incurred -- expenses to the extent of about Rs 2,200 in connection therewith and otherwise, that he is willing and ready to incur further expenses in connection - with the same and that he is further prepared to - deposit Rs. 5000 agreeably to one of the conditions of the lease agreement; but that attempts are being made by your Holiness, through your authorized agent to lease the village to other persons in derogation of his rights

On these representations I am instructed - - to give you notice, which I hereby do, that if your Holiness fail to execute and register a lease deed according to the conditions set forth in the proceedings of the Government of His Higness, the Maha raja of Mysore, in due form and deliver the same to my client aforesaid within a month from date of - - service hereof, legal proceedings will be taken - - against Your Holiness in a competent Civil Court - for specific performance of the agreement and for such further relief as he may be entitled to.

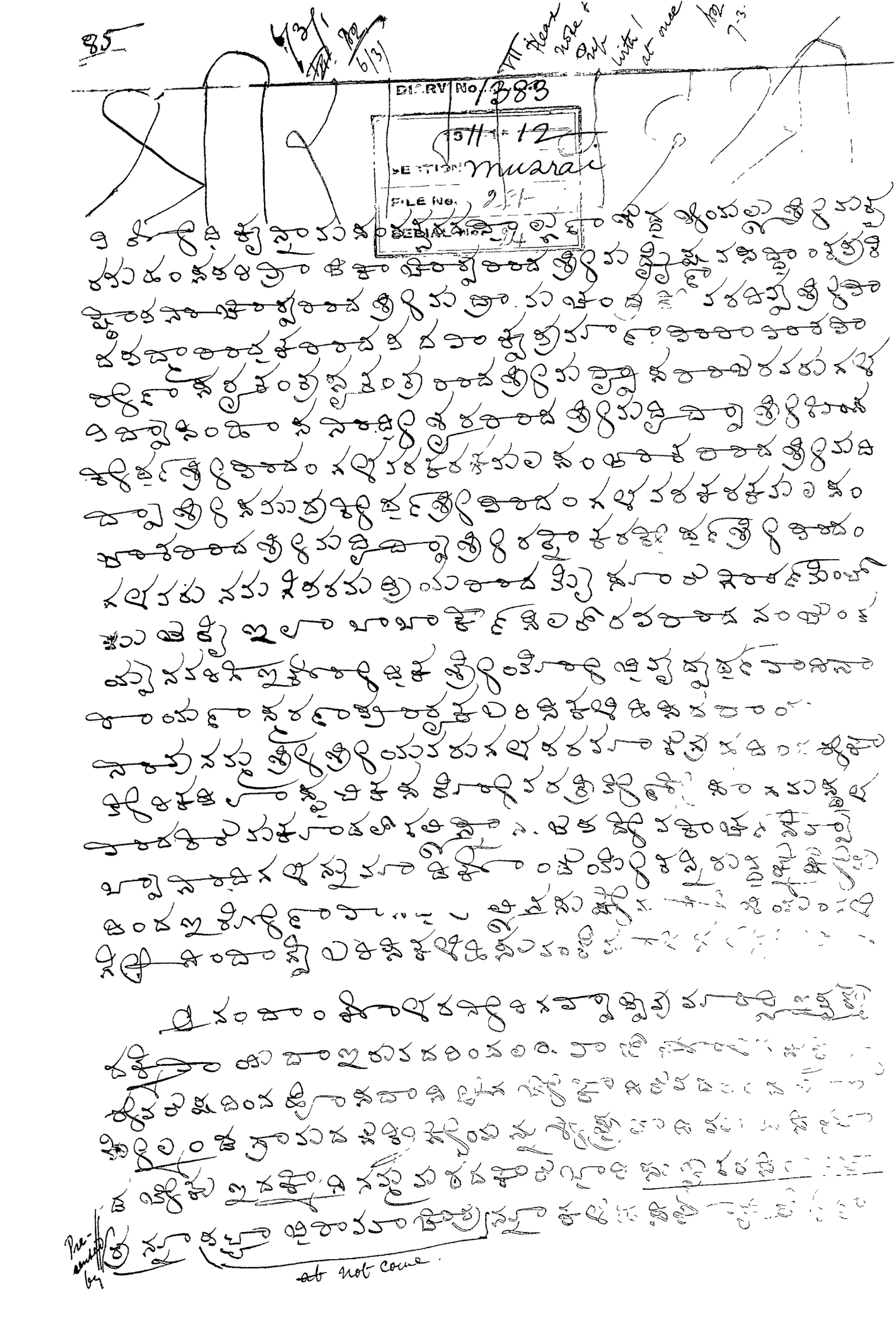
Vaiyapuri
16th Feb 1913

85

DIARY No. 1383

SECTION: Murali

FILE No.



Pre-amended by

ಗಾಂಜಾಕ್ಕಿವಾಂಛಿಕಿಚಿಕಾರ ಸಳ್ಳುಬ್ಬಳ ಸಳ್ಳಾಕ್ಕಿಳ್ಳಲಾಂಕಿಯಂಗಾಂ
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11-12

Parasuram

by Sultan

Narasimhaiah.

Today. Mr.

Costume sketch

Pastel

13/3/12

Mr.

2d.

G.R.S. 28]

File No.

Serial No. 26

Diary No. of letter replied to

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.

( )

, *the* 19

Date of issue 29-3-1912

Signed by W.R.B. Ramaswamayya

READ Again :—

Govt Pro^s N° 1925-6 Misc. 281-09-9 dated 4th February 1911, regarding the ~~lease~~ lease of Vaghaikulam village in the Ambasamudram Tq of the Tinnevelly District, belonging to the Sree Vyasarayaswami Matt, on the termination of the period of the present lease held by Shankara Iyer. ~~the present Lease~~.

(2) Tenders for the lease of the said village received from the marginally noted persons.

1) Mr R Sankara Narayana Iyer
2) " C S Sambasiva Iyer
3) " Viswanatha Iyer
4) " Kolathoor Iyer
5) " Ananta Narayana Deekshitar
6) " Yagga Surya Narayana Deekshitar
7) " Ramayyangar
8) " Rama Iyer
9) " K.P. Subba Iyer
10) " Srinivasa Iyengar

SUBJECT.

Order thereon :— No. 2339-40 Dt 29 3. 1912
Mus 281 09-26

The Govt. having carefully considered the matter and ~~obtained~~ ascertained the views of the Swamijalu of the Matt, are pleased to accept the offer ~~the~~ of the present lessee Shankara Iyer and his son Sundara Iyer, ~~for 4~~ and to sanction the renewal of the lease at the end of Fasli 1321, when the ~~period~~ term of the present lease expires, on the following conditions.

(1). The period of the lease to be 10 years from the commencement of Fasli 1322. (1912-13).

(2). The lessee to pay a rent of Rs 7000/- annually.

(3). The lessee to pay all Govt. dues on the village on prescribed dates and to report the fact of payment to the munsif

(4) The lessee to carry on all the litigation that is now being carried on and ~~there~~ that may

G.R.S. 27]

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

arise hereafter at his own cost, and use his best endeavours to secure decisions favourable to the Matt, and

(5) The lessee to deposit a sum of Rs 7000/- as security for the due performance of this contract, the interest allowed by the Govt. savings' Bank on the said amount being paid to the ~~depo~~ lessee by the Matt.

2. The lease will, as desired by Shankara Iyer and his son Sundara Iyer, be executed in favour of the latter alone viz; Sundara Iyer. Shankara Iyer has agreed to the conditions described above in a Statement given by him before Govt. on the 16th March 1912.

2.

2.3. The Mudpal Supdt is requested to get the draft of a lease on the above terms ~~to submit the~~ prepared in due form and submit it for the approval of Govt. before it is duly executed.

17.7.12.

For Secy to Govt. Genl & Rev Depts.

S.T.C

AD 2813

To

The Mysore Superintendent in Mysore
The Comptroller to Govt.

Copy to the Swamigalu of the
Sri Vyasarayaswami Mutt,
with a Vignapana Patrika.

1873/12

for Offg. Secy.

GPB—15,000—13 11 11

No. 2341 Dt. 1.11.
Mus 281-09-27

29.3.1962

G.R.S. 26]

File No.

Serial No.

Diary No. of letter replied to ____

General and Revenue Secretariat

( )

, *the* 19 .

Date of issue 29-3-1912

Signed by Mr B Rameswaram Jr

(1) R.S. Lankara Narayana Iyer 11.1.1912

(2) C.S. Sambasiva Iyer 10.1.12

(3) S. Visvanatha Iyer 11.1.12

(4) Kulakkaor Iyer 11/1/12

(5) Ananta Narayana Dikshitar 11/1/12

(6) Yogna Suryanarayana Dikshitar 13.2.12

(7) Ramayya Aiyer 12.2.12

(8) K.S. Rama Iyer 17.2.12

(9) K.P. Sabhier 17.2.12

(10) Srinivasa Iyengar 11.2.12

Offl. Memo No:- 2342-57

Mus. 7. 281 09-2

29.3.12.

~~To~~

With reference to his tender dated ....., for the lease of the Vaghaikulam village in the Ambasamudram Tq of the Tinnevelly Dt, belonging to the Sree Vyasaraya Swami Mutt, Mr ..... is informed that Govt regret they have not been able to accept his tender, the lease of the said village having been disposed of otherwise.

By Order
18/3/12
Offg Secy to Govt
Board of Revenue

over.

SUBJECT. To

All headings as used in the above.

List of enclosures,

Copied by

Examined by

GPB—20,000—2 9 10

DIARY No

19//-19/2
SECTION Mus
FILE NO. 281-09
SERIAL NO. 29

VII
11/4 RM

To

The Secretary to the Government of
Mysore
Mazrai Department
Bangalore

From

Sankaraiyer
Nagaikulam Kuthagai
Kalladat P.O.
Annalamudram Taluq

Honoured Sir,

I beg to inform you that it is absolutely necessary that the tank (lease rent) is to be registered soon, as repairs are to be done in the channel feeding agricultural tank for the cultivation of ensuing fasli 1322. If the cleaning of the channel is not done now the [illegible] can be stored [illegible] and [illegible] are to undergo the heavy load of water [illegible] Nagaikulam [illegible] of the channel.

[illegible] be sealed [illegible] soon. Awaiting [illegible]

30th March 1912.

[illegible]

DIARY No. 1845

To,

H.V. Nanjundayya, Esquire, M.A., M.L.,
First Councillor to the Government
of His Highness the Maharaja of Mysore,
BANGALORE.

The humble petition of Sankara Iyer of Kalladakurche, Ambasamudram Taluk, -- Tinnavelly District:

Most Honoured Sir,

With due deference and humble submission I beg leave to bring to your notice the following few circumstances in the earnest hope that your honour will be pleased to view my prayers with favourable consideration mingled with mercy.

1. I have been duly favoured with a copy of Government order No.2339-40/Muz. F.281-09-26 dated 29th March 1912, sanctioning the lease of Inam Vaghaikolum Village for a period of 10 years commencing from 1912-13 for an annual Gutta of Rs.7,000/-.

Your honour is well aware of the fact that I had to spend a good sum for bringing the lands to a fertile condition ever since they were leased out to me and for overcoming the several disputes in connection therewith. Had it not been for this the village would never have excited the -- envy of the other people to eagerly wish for the lease of this village. Were it not for the reckless competition of my ill wishers the future lease of the village would have been on [illegible] and reasonable terms. But the competition of these persons whose interest was to ruin the Ryot and [illegible]

[illegible]

knowledge of the yielding capacity of the village and of the great trouble and expense involved in collecting rents gave the matter a different turn which compelled me to -- accept the lease at a terms which was never so highly advantageous to the Mutt and at so great a sacrifice to the Lessee This enhanced rate of Gutta I had to agree to, in spite of several inconveniences to preserve purely my self-dignity. In view of the unavoidable circumstances under which I --- accepted the lease, I pray, that you will be pleased to grant the following concessions:-

(1) Till now I have suffered no loss in the matter of interest due on my security deposit of Rs.6,500/-, which I was permitted to recover from the annual rent @ 9 % per annum. The future security of Rs.7,000/- fetches me interest per annum at 3 % only. As I have to borrow at 9 % the sum of Rs.7,000/- from outside to lodge the above - security, I have to sustain a loss of interest at 6 per cent. To save me from this loss I beg leave to offer tangible landed security which may kindly be ordered to replace cash security. During the time extending more than 20 years of my connection with Vaghaikolum Village as lessee there was not a single year in which I gave any trouble to the -- lessor in the matter of payment of the stipulated lease amount. This long established honest conduct is alone a sufficient guarantee to your honor to consider with favour my prayer of conversion of cash security to one of land security which alternative may kindly be accepted as it is a matter of no loss to either side. But if cash security is nevertheless insisted upon the loss to me at 6 % interest per annum as shown above may be ordered to be paid to me.

(2) I further beg leave to request that a condition may be recited in the lease deed to the effect that in bad seasons proportionate deduction in the annual Gytta amount would be given to me in propottion to the loss sustained at each such bad season as the unusually high Gutta now fixed does not leave sufficient margin for me to meet the loss of bad seasons.

(3) Another prayer to which I beseech your honour's kind consideration is, that, when your honour had been pleased to accept offer of Rs.4,5ØØ/- Gutta the understanding was that the lessee should undertake the conduct of four litigations therein distinctly mentioned, whereas now the Gutta has been raised to Rs.7,000/- per annum and alsng with the burden of expense and trouble to conduct all the litigations which may originate during the lease term to secure the permanent right of the lessor which always form the legitimate function of the lessor alone to manage. In addition to four cases already agreed to there will be many rent suits which the lessee alone has to conduct to receive rent. Therefore your honour will be graciously pleased to view this matter mercifully and order that the four cases, as before fixed, be conducted at the lessees expense while the others to be managed at the expense of the Mutt; of course the lessee will be bound to render all the necessary help in their conduct excepting funds.

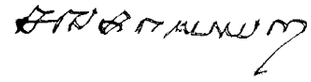
I humbly pray your honour that the fresh lease in terms of the old lease deed, a copy of which I have already submitted to the Muzrai Superintendent in Mysore, with the addition of the three concessions above mentioned

may

may be ordered to be executed very early as some preliminary things, such as the grant of Patta to the inferior tenants have to be settled.

The early disposal of the petition is respectfully solicited.

I beg to remain,
Most Honoured Sir,
Your most obedient servant,



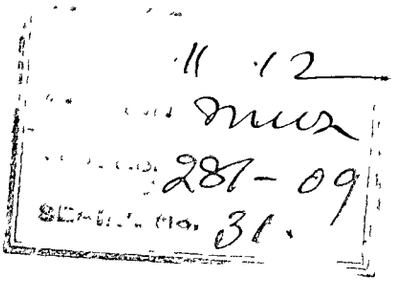
30th April 1912.

No. - 1124
Exe file

Office of the Muzrai Superintendent in Mysore.

Dated Bangalore, 3rd May 1912.

1846



From,

The Muzrai Superintendent in Mysore,
Bangalore.

To,

The Offg. Secretary to the Government of His Highness the Maharaja of Mysore, Genl and Rev. Departments,
Bangalore.

Sir,

With reference to Government Order No. 2339-40/M. F. 281-09-26 dated 29th March 1912, I have the honor to submit herewith for the approval of Government, as directed in para 3 thereof, the draft of the lease-deed proposed to be executed in favour of Sundaram Iyer for the lease of the Vaghaikolam village belonging to the Sri Vyasa rayaswami Matt at Sosale.

2. The draft has been prepared in Tamil, as the lease-deed has to be executed and registered in the language of the District (Tinnavelly) where the property is situated; but for facility of reference and understanding a transliteration of the same in Kannada as well as translations in Kannada and English are also prepared and submitted.

3. The lease has been framed incorporating the terms laid down in para 1 of the Government Order referred to above, and following generally the lines of the present lease deed executed by the Matt in 1904. The lessee Sankara Iyer has, however, presented an ap-

application to this office praying for two concessions as follows:-

(1) That the cash security to be deposited by him may be waived, and landed property of the value of the security amount, in the Tinnavelly District, may be accepted in lieu thereof. If this can not be conceded interest to be allowed on the amount deposited may be fixed at 9 % per annum, which is the rate fixed in the present lease, as the Government Savings' Bank rate of $3\frac{1}{8}$ % would subject him to serious loss.

(2) That a reduction in the stipulated lease amount may be allowed in bad seasons proportionate to the loss sustained by him during such seasons.

4. With regard to his prayers, it is needless to say that the condition of proportionate reduction of gutta amount in bad years can not be entertained and has to be entirely declined. As regards the form of 'security' also, it is quite inexpedient to accept landed property situated far away outside the jurisdiction of the State, and this must also be declined. The alternative prayer of being allowed a higher rate of interest on the security amount than that given by the Government Savings' Bank, seems to me to be more reasonable and may be favourably considered by Government. It would no doubt be somewhat hard upon the lessee to ask him to be content with $3\frac{1}{8}$ % interest on the large sum of Rs. 7,000/- which he has to deposit. At the same time the rate allowed by the Matt in the present lease viz., 9 % seems to me to be unnecessarily high and I would recommend a rate of 6 % being granted. As the amount has necessarily to be deposited in the Government Savings' Bank and the Bank gives only $3\frac{1}{8}$ % , the remaining $2\frac{7}{8}$ % will have to be paid by the Matt. According to this calculation a charge of Rs. 201-4-0 will devolve on the Matt on account of this item and in my opinion, this need not be grudged as it enables a

deserving concession to be shewn to the lessee.

5. The draft lease-deed will, on its approval and return from Government, be forwarded to the Swamigalu of the Matt for due execution and registration, and delivery to the lessee.

I have the honor to be,

Sir,

Your most obedient servant,

V Ramaswamy

Muzrai Superintendent.

G.R.S. 28]

File No. 281-09

Serial No.

Diary No. of letter replied to 1846

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
(Murai)

, the 19

Date of issue 28th May 1912

Signed by Rs. B Rama Iyengar Avl.

READ—
Govt. Pro. No 2339-40 dated 29th March 1912 M.F 281-09-26, accepting the offer of Sankara Iyer and his son Sundaram Iyer and sanctioning the renewal of the lease on certain conditions of Vaghaikulam village in the Ambasa-

ORDER THEREON.—No.

Samudram K belonging to the Sri Sosale Vyasarayaswami matt, for 10 years on the termination of the present lease on the [illegible] 1321

over.

SUBJECT.

GPB—10,000 - 29 9 10

2) Letter No. 1124 dated 30.9. May '12 from the Murrai Superintendent in Mysore, submitting with reference to Para 3 of the said order, the draft of the lease-deed proposed to be executed in favour of Sundaram Iyer and others a petition presented by Sankara Iyer praying for concessions as follows:-

i That in lieu of the Cash Security of Rs. 7000/- landed Security may be accepted, or interest, as at present, of 9 P/c be allowed, if Cash deposit is insisted on;

ii That with regard to the litigation to be carried on at his expense, it may be confined to the 4 cases specifically mentioned in the lease-deed and that the clause that he should undertake also all litigation that may arise hereafter, may be struck out;

& iii That he should be allowed a reduction of quit amount in the years proportionate to the loss sustained by in such cases years

G.R.S. 27]

GENERAL AND REVENUE SECRETARIAT

(*Continuation Sheet draft form*)

3) Unofficial Memo dated 16th May 1912, from the Government advocate

order thereon dd —

The draft herein referred to, the Crown advocate, the Attorney hereto, to approve and the Superintendent, Seychelles, to take steps to execute the same on behalf of Crown and to cause the same to be registered

2) Regarding the question of praya and the measurements (Crown reserve) the Memo

is requested to submit a report for
the information of Govt, after
the transaction is concluded.

DOH
for addl Secretary. 27/5/12

To

The Murrai Superintendent in Mysore,

Returning enclosures

Controller to Govt

No. 1231 and are Office of the Muzrai Superintendent in Mysore.

Dated Bangalore, 11th June 1912.

DIARY No. 2019

10/11-19 12
SECTION Muz.
FILE No. 281-09
SERIAL No. 32

From,

The Muzrai Superintendent in Mysore,

Bangalore.

To,

The Offg. Secretary to the Government of His Highness
the Maharaja of Mysore, Genl. and Rev. Departments,

B a n g a l o r e.

Sir,

With reference to Government Proceedings No. 2941-2/Muz. F. 281-09-32 dated 28th/31st May 1912, about the lease of inam village Vaghaikolam belonging to the Sri Vyasarayaswami Matt, I have the honor to forward herewith copy of telegram dated 10th instant received from the Government Agent of the Matt who was directed to proceed ~~ed~~ to the village and get the lease deed duly transcribed on stamp paper of proper value, after consulting the Sub Registrar and submit the same for my signature here. I am awaiting the receipt of the letter promised by the Government Agent in his telegram.

I have the honor to be,

Sir,

Your most obedient servant,

V Ramaswamy Ayr

Muzrai Superintendent.

A. N.

Copy of telegram from the Government Agent of the Sri Vyasarayaswami Matt to the Muzrai Superintendent in Mysore.

Sankarier unwilling accepting lease since return Bangalore secretly seeking courts help for securing easy lease ~~yaur~~ presence urgently needed here letter follows

--------00000000--------

"Copy",

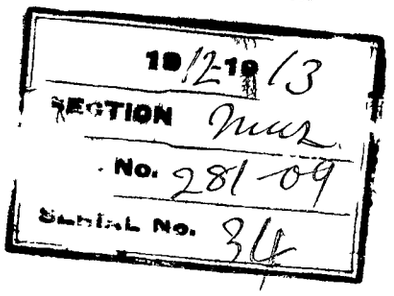
Muzrai Superintendent.

A. N.

Muz. 1]

190

DIARY No. 252



From The Inspector Superintendent to Govt —

To The Secretary to the Govt of Mysore, Gen & Rev. Dept.

Dated

Despatched 3rd August 1914

Received

General No. 240
No.

Enclosure No.

States that the transaction relating to the lease of Vaghaikulam Village has been concluded the lease deed drafted by Govt Advocate and approved by Govt with slight modifications duly registered &c

No. 240 Office of the Muzrai Superintendent in Mysore.

Dated Bangalore, 32d August 1912.

From,

B. Ramaswamaiya Esquire, B. A., B. L.,

Muzrai Superintendent in Mysore,

Bangalore.

To,

The Offg. Secretary to the Government of His Highness the Maharaja of Mysore, General and Revenue Departments, Bangalore.

Sir,

With reference to para 3 of Government Proceedings No. 2941-2/ M. F. 281-09-32 dated 28th May 1912, calling for a report on the conclusion of the transaction relating to the lease of the inam village of Vaghaikolum belonging to the Sri Vyasarayaswami Matt, I have the honor to state that the transaction has been completed, the lease-deed drafted by the Government advocate and approved of by Government in the order cited above, with slight modifications on two points are explained below, having been duly registered on the 11th July 1912 in the Office of the Sub-Registrar of Ambasamudram in the presence of the contracting parties, the Government of Mysore being represented by Mr. M. Raghavendra Rao, the Manager and Agent of the Matt.

2. The slight modifications alluded to above are with respect to the following points:—

The Sub-Registrar pointed out that it was necessary to enter the probable cost of litigation proposed to be conducted by lessee, for the purposes of affixation of [illegible]

duty, but it was considered difficult and also inexpedient to prescribe any definite amount under this head. So it was resolved to expunge the portion relating to the 'cost' of the litigation in the lease-deed, and obtain a separate agreement from the lessee agreeing to conduct all the litigation referred to in the lease deed, at his own cost. Secondly, As it was necessary to mention the probable amount of cost at which the maintenance of the channels had to be attended to by the Lessee, this was fixed, on the maximum of previous years, at Rs. 250/- more or less, annually.

On both these points the Government Advocate was consulted and his approval obtained to the modificationsin the draft. The agreement obtained from the lessee on the first mentioned point, which was also approved by the Government Advocate, has been duly registered.

3. The documents in question are being forwarded to the State Huzur Treasury for safe custody.

I have the honor to be,

Sir,

Your most obedient servant,

Ramaswamy

Huzur Superintendent.

A. N.

1/4/13

G.R.S. 28]

File No. 281-09
Serial No. 35

*Diary No. of letter replied to*_____

Proceedings of the Government of His Highness the Maharaja of Mysore

GENERAL AND REVENUE SECRETARIAT.
( )

. *the* 191 .

Date of issue 4.4.1913

Signed by Mr. G. Ravanna Dasaya

READ again:

Govt Pro. No. 2337-40 of 29th March 1912 and No. 381-09-26

March 1912, accepting the offer of Sankara Iyer and his son Vinoo Iyer and sanctioning the renewal

ORDER THEREON.—No.

of the lease on certain conditions of Vaghaikulam Village in the Ambasamudram Taluq belonging to the Sri Kesala Vyakarayaswami Math, for 10 years on the termination

P.D. Tour.

SUBJECT.

Copied 2-4-13.

of the present lease at the end of
Jamadi 1321.

Govt Pro. No. 2941-2 - D/28.5.1912
Mun. 281-09-32

Approving of the lease deed to
be executed and allowing the
Inclusion in offer rate of interest
on the Cash Security to be furnished
by the lessee at 5% in place of
the Savings Bank rate of interest.

Letter No. 240 D/3rd August
1912 from the Murrai Superintendent
in Myome, ~~Enclosing Lease~~ ~~Stating~~
~~with reference to Para~~ (In ex lease).

Order thereon No. 1280 D 4.4.913
Mun 281-09-35

Recorded.

Dot) 31.3.13

Drafg. Secy
2/10/12

To

The Murrai Supt in Myome

GPB—20,000—2 10 11

26. To the Inspector Supdt & Commdr
No 2339-40 of 29-3-12
Accepting the offer of the present lessee
Sankara Iyer & his son Sundara Iyer and asking
to prepare a draft of the lease for renewal.

27. To Swamijalu No 2341 of 29-3-12
Forwarding a copy of the Govt order

28. Endorsement to R/ Sankaranarayana Iyer & Sons

29. From Sankaran, Petition of 30-3-12
Requesting early registration of the deed.

30. Petition from Sankara Iyer of 30-4-12
Stating he would give Cannot produce as
security instead of each of Rs 7000

31. From the Inspector Supdt No 1124 of 3-5-12
Submitting the draft lease deed for approval.

32. To Inspector Supdt & Commdr No C&D 2944, 28-5-12
Authorizes the Inspector Supdt to execute the
lease on behalf of Govt

33 From the Inspector Supdt No 1231 of 1-6-12.
For wants copy of telegram from the Govt
Agent of Sri Vyasaraya Swami Mutt
re the non-acceptance of the lease by Sam.

34 From the Inspector Supdt No 240 of 3-8-12.
Stating that the lease has been concluded
& registered on 11-7-12 at Ambasamudram

35. To the Inspector Supdt No 1280 of 4-8-12
Records his letter.

36. To the Swamijalu Sri Pasala
Vyasarayaswamiji Mutt
Intimates that the lease deed has
been registered at Sub Reg's Office
at Ambasamudram